

Tax Key No.: 79-06-12-201-009.000-034

Last Transfer: Doc. No. 00026205, 11/28/2000
Doc. No. 01026133, 09/28/2001

GRANT OF EASEMENT
Cumberland Sanitary Sewer Extension
Permanent Easements for Parcel 1

THE WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware business trust, (the "Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof being hereby acknowledged, does hereby give, convey, and grant unto CITY OF WEST LAFAYETTE of Tippecanoe County, State of Indiana, and to its successors and assigns, (collectively, the "Grantee") a permanent and perpetual non-exclusive easement and right, to install, construct, operate, patrol, maintain, repair, revise, supplement, remove, and replace one (1) sanitary pipeline and related structures (the "Easement"), in, upon, along and over certain strips of land situated in Tippecanoe County, Indiana, more particularly described in Exhibit A and shown on Exhibit B (the "Easement Area").

This Grant of Easement (the "Grant") is subject to any and all existing easements, rights-of-way, and other restrictions of record.

The Grantor further grants to the Grantee the right of ingress and egress to and from the Easement Area over the adjoining lands of the Grantor for all purposes necessary and incidental to the exercise by the Grantee of the specific activities authorized herein.

Subject to the provisions hereof, this Grant shall constitute an immediately effective easement.

This is a NON-EXCLUSIVE Easement, and the Grantor reserves the right to grant similar easements to parties other than the Grantee so long as the use of the Easement Area by the Grantee as permitted hereunder is not unreasonably restricted.

The Grantor represents and warrants to the Grantee that the Grantor is the true and lawful owner of the Easement Area and has full right and power to grant and convey the rights conveyed herein subject to any and all easements, rights-of-way, and other restrictions of record.

The Grantor reserves the full use and enjoyment of the Easement Area not inconsistent herewith. The Grantor may, as a courtesy, advise the Grantee regarding improvements in the Easement Area and when other "uses" in the Easement Area are approved by the Grantor.

The Grantor may, at any time at its expense, relocate the Easement Area or portions thereof and any utilities constructed thereon, after approval of such plans and construction by the Grantee, which approval shall not be unreasonably withheld.

The Grantee's installation, construction, patrolling, maintenance, repair, revision, supplementation, removal, and/or replacement of the sanitary sewer pipeline in the Easement Area (collectively, "Grantee's Work") shall be done as to have a minimal impact on uses of and improvements in the Easement Area and the adjoining lands of the Grantor. The Grantee shall notify the Grantor in writing at least thirty (30) business days prior to any regular Grantee's Work, as well as exercise of its right of ingress and egress to and from the Easement Area over the adjoining lands of the Grantor in connection with the Grantee's Work. The Grantee will notify the Grantor as soon as possible of any emergency Maintenance Work. Except for any emergency Maintenance Work, advance notice shall include engineering plans for the Grantee's Work and Grantor may request any reasonable modification to them that is in accordance to protect the integrity of the Easement Area and adjoining lands of the Grantor, and minimize impact thereon. The timing of regular Grantee's Work shall be conducted in coordination with the Grantor as to avoid interference with Grantor's uses of its property. The Grantee must be accompanied by a representative of the Grantor during the Grantee's Work, other than (a) during the initial construction of the sanitary sewer line, and (b) during emergencies. The Grantee agrees that the sanitary sewer line in the Easement Area shall be maintained at the depth provided in the plans and specifications for the original construction and installation of the sanitary sewer line which were approved by the Grantor and Grantee.

The Grantee shall be responsible for any and all cost and expense to restore the Easement Area and the adjoining lands of the Grantor disturbed by the Grantee to the condition it was immediately prior to being disturbed by Grantee.

The Grantee shall and will indemnify and hold the Grantor harmless from and against any and all damage, injuries, losses, claims, demands, or costs resulting from the Grantee's Work in the Easement Area and the adjoining lands of the Grantor by the Grantee, its agents, representatives, employees, contractors, or invitees.

If the Grantee no longer uses the Easement Area and is requested in writing by the Grantor, the Grantee will restore the area to a condition similar to when the Easement was first granted.

In the event either party will be compelled to employ an attorney to enforce the provisions of the Grant, the parties agree that the non-defaulting party will be entitled to all of its legal costs and expenses, including reasonable attorney fees, incurred thereby.

This Grant is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto. The Grantee may only assign this Grant with written approval of the Grantor.

This Grant may be executed in one or more counterparts, each of which will be deemed an original copy of this Grant, and all of which, when taken together, will be deemed to constitute one and the same agreement. The signature of any party on a fax document shall be considered to have the same binding legal effects as a signature on an original document.

IN WITNESS WHEREOF, the above-named Grantor, WAL-MART REAL ESTATE BUSINESS TRUST, has caused this Grant to be executed by its duly authorized officers on December 9, 2014.

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GRANTOR:

WAL-MART REAL ESTATE BUSINESS TRUST

By:

Travis Rodgers

Its:

Senior Manager H

Arkansas

STATE OF INDIANA)

Benton

)SS:

~~TIPPECANOE~~ COUNTY)

Before me, the undersigned Notary Public in and for said County and State, personally appeared ^{Travis Rodgers} ~~Richard~~ ^{Senior Manager H} ~~K. Maier~~, who acknowledged the execution of the foregoing Grant, and who having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 9th day of December, 2014.

My Commission Expires:

06-03-22

Ronda Gail Carroll

(written)

Notary Public

Ronda Gail Carroll

(printed)

County of Residence: Benton

RONDA GAIL CARROLL
BENTON COUNTY
NOTARY PUBLIC -- ARKANSAS
My Commission Expires June 3, 2022
Commission No. 12388316

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GRANTEE ACCEPTS AND AGREES

APPROVED:

DATE: _____

CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS AND SAFETY

John R. Dennis, Mayor

Sana G. Booker, Member

Brooke E. Folkers, Member

Tanuja R. Sheth, Member

Jonathan C. Speaker, Member

Attest:

Clerk-Treasurer Judith C. Rhodes

STATE OF INDIANA)
)SS:
TIPPECANOE COUNTY)

Before me, the undersigned Notary Public in and for said County and State, personally appeared John R. Dennis, Sana G. Booker, Brooke E. Folkers, Tanuja R. Sheth, and Jonathan C. Speaker of the WEST LAFAYETTE BOARD OF PUBLIC WORKS AND SAFETY, and acknowledged the execution of the foregoing Grant for and on behalf of the Grantor, and who having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 201____.

My Commission Expires:

(written)

Notary Public

(printed)

County of Residence: _____

This document prepared by:

Eric H. Burns
Withered Burns, LLP.
8 N. Third Street, Suite 401
P.O. Box 499.
Lafayette, IN 47902

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Eric H. Burns

Addendum to Easement Agreement

Notwithstanding anything to the contrary in the attached document:

Grantee agrees to use due care in any use of the easement herein granted and in the construction, installation, repair, replacement and maintenance either Grantee's improvements or the easement area as provided for herein so as not to unreasonably disturb Grantor's use of its property. Grantee agrees to return the easement area to its condition which existed prior to the installation of any of its improvements in the easement area, including but not limited to the replacement of any sod, landscaping, paving or other improvements that existed within the easement area prior to such installation or repair.

Grantee will forever waive and hold Grantor harmless for, and defend Grantor against, any claims, losses, causes of action, and suits which arise from Grantee's, its agents', employees' or invitees' acts or omissions, including but not limited to the use of the easement herein granted and will indemnify Grantor for any losses suffered due to any such claims, losses, causes of action or suits.

Grantor shall have the right at its expense to relocate said easement upon Grantor's property. In exercising any rights and privileges under this easement, Grantee agrees to comply with all applicable laws. In the event any provision of this Addendum is contrary to the Easement, the terms of this Addendum shall control.

Grantee further agrees that Grantee will at all times during the duration of this easement maintain and pay for commercial general liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, such insurance to afford protection to the limit of not less than \$5,000,000.00 for injury or death of a single person, and to the limit of not less than \$5,000,000.00 for any one occurrence, and to the limit of not less than \$5,000,000.00 for property damage affording protection to Wal-Mart and Grantee, and naming Wal-Mart as an additional insured on the policy or policies. Grantee further agrees, upon request to deliver to Wal-Mart a certificate(s) from an insurance company or companies satisfactory to Wal-Mart evidencing the existence of such insurance with Wal-Mart named as an additional insured on such certificate(s).

EXHIBIT "A"

Project: Cumberland Sanitary Sewer Extension
Tax I.D.: 79-06-12-201-009.000-034

Parcel: 1 Permanent Easement
Sheet: 1 of 2

A part of the Northwest Quarter of Section 12, Township 23 North, Range 5 West, Tippecanoe County, Indiana, and being that part of the grantors' land (as described in Instrument Number 00026205 - all referenced documents are recorded in the Office of the Recorder of Tippecanoe County, Indiana), more particularly described as follows: Commencing at the northeast corner of said Quarter Section; thence North 89 degrees 17 minutes 56 seconds East 62.26 feet, along the northern line of the Northeast Quarter of Said Section 12 to the southwestern right-of-way line of United States Highway Numbered 52; thence South 31 degrees 10 minutes 45 seconds East 189.51 feet along said right-of-way line to the southern right-of-way line of Cumberland Avenue; thence South 58 degrees 40 minutes 28 seconds West 199.97 feet along said right-of-way line to a northern point of the grantors' land; thence South 58 degrees 40 minutes 28 seconds West 436.42 feet continuing along said right-of-way line and a northwestern line of the grantors' land to the point of beginning of this description; thence South 46 degrees 30 minutes 13 seconds East 140.64 feet; thence South 32 degrees 57 minutes 39 seconds East 55.20 feet; thence South 21 degrees 41 minutes 35 seconds East 252.11 feet to a northeastern line of a sanitary sewer easement in favor of the City of West Lafayette as described in Deed Record 80, Page 3192; thence North 29 degrees 36 minutes 49 seconds West 145.14 feet along said northeastern line; thence North 21 degrees 41 minutes 35 seconds West 106.39 feet; thence North 32 degrees 57 minutes 39 seconds West 50.85 feet; thence North 46 degrees 30 minutes 14 seconds West 127.69 feet; thence South 88 degrees 05 minutes 27 seconds West 32.16 feet to said northwestern line of said grantors' land; thence northeasterly curve 26.49 feet along an arc to the left having a radius of 1,015.00 feet and subtended by a long chord having a bearing of North 59 degrees 25 minutes 20 seconds East and a length of 26.49 feet along said northwestern line; thence North 58 degrees 40 minutes 28 seconds East 18.06 feet continuing along said northwestern line to the point of beginning, containing 0.176 acres, more or less.

Given this 22th day of July, 2013.

Michelle A. Watts

Michelle A. Watts, L.S.
Registered Land Surveyor
State of Indiana, Surveyor No. 21100021



EXHIBIT "A"

Project: Cumberland Sanitary Sewer Extension
Tax I.D.: 79-06-12-201-009.000-034

Parcel: 1A Permanent Easement
Sheet: 2 of 2

A part of the Northwest Quarter of Section 12, Township 23 North, Range 5 West, Tippecanoe County, Indiana, and being that part of the grantors' land (as described in Instrument Number 00026205 - all referenced documents are recorded in the Office of the Recorder of Tippecanoe County, Indiana), more particularly described as follows: Commencing at the northeast corner of said Quarter Section; thence South 00 degrees 03 minutes 26 seconds West 1,355.89 feet along the eastern line of said Northwest Quarter; thence North 89 degrees 56 minutes 34 seconds West 150.61 feet to the intersection of the southwestern line of the grantors' land and a northwestern line of a sanitary sewer easement in favor of the City of West Lafayette as described in Deed Record 80, Page 3192, being the point of beginning of this description; thence North 21 degrees 26 minutes 11 seconds West 20.75 feet along said southwestern line; thence North 24 degrees 51 minutes 30 seconds East 148.80 feet to a southern line of said sanitary sewer easement; thence North 53 degrees 30 minutes 30 seconds East 31.29 feet along said southern line to a northwestern line of said sanitary sewer easement; thence South 24 degrees 51 minutes 30 seconds West 190.59 feet along said northwestern line to the point of beginning, containing 0.058 acres, more or less.

Given this 22th day of July, 2013.

Michelle A. Watts

Michelle A. Watts, L.S.
Registered Land Surveyor
State of Indiana, Surveyor No. 21100021



This description was prepared for the City of West Lafayette, Indiana by Butler, Fairman & Seufert, Inc

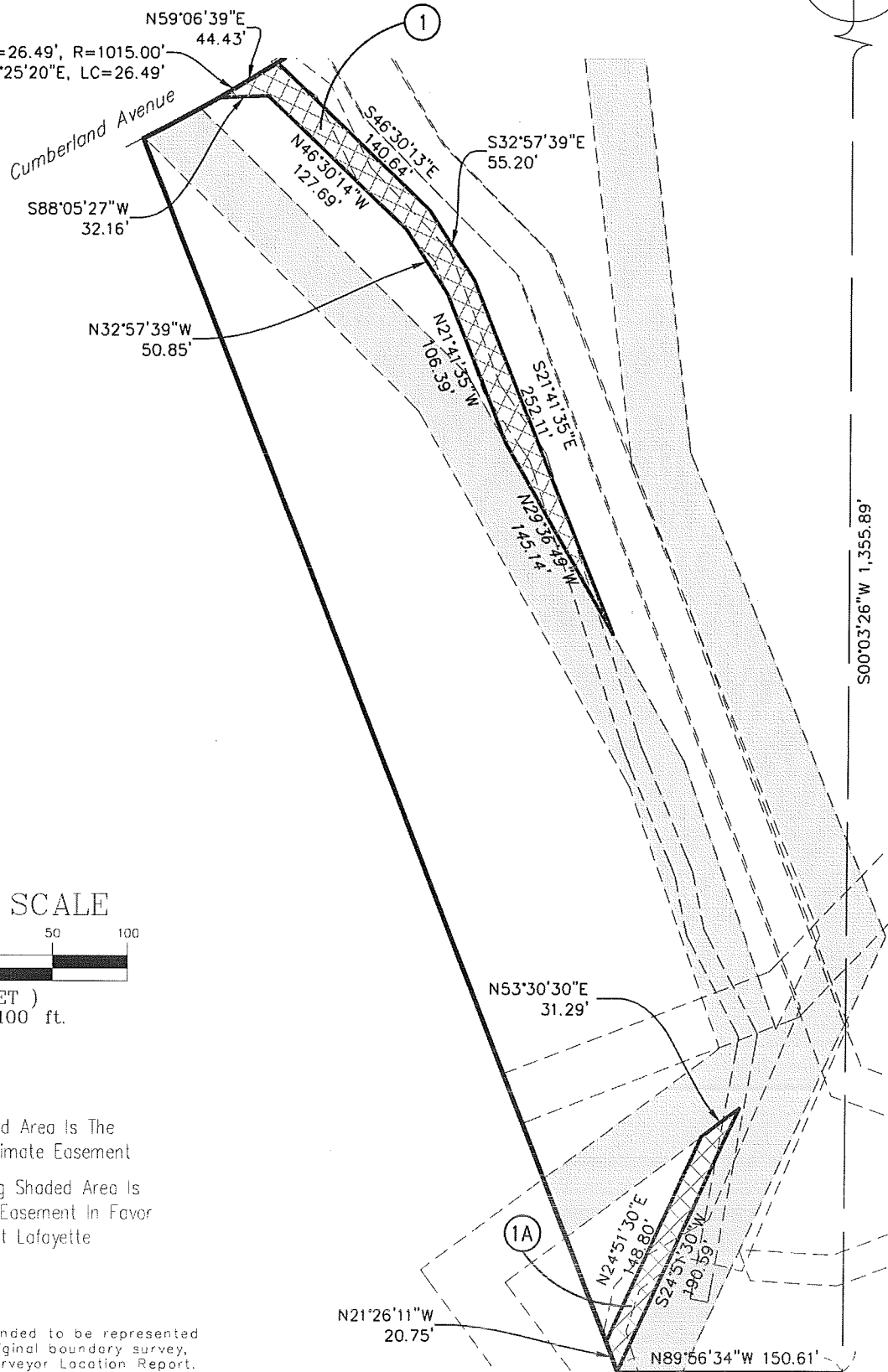
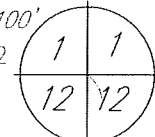
PARCEL NO. : 1
 PROJECT NO. : 5469
 PROJECT NAME: CUMBERLAND SANITARY
 SEWER EXTENSION

OWNER: WAL-MART REAL ESTATE BUSINESS TRUST
 INSTRUMENT NO. 00026205, DATED 11/28/2000

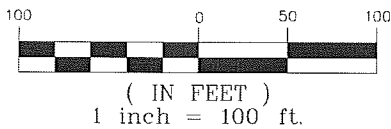
DRAWN BY: MAW 11/19/2014
 CHECKED BY: RAN 11/20/2014
 SCALE : 1" = 100'
 SHEET 1 OF 2

EXHIBIT "B"

COUNTY : TIPPECANOE
 SECTION : 12
 TOWNSHIP : 23 N.
 RANGE : 5 W.



GRAPHIC SCALE



-  Hatched Area Is The Approximate Easement
-  Existing Shaded Area Is Sewer Easement In Favor Of West Lafayette

Note:
 This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

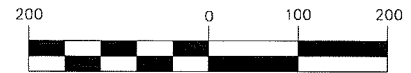
PARCEL NO. : 1
 PROJECT NO. : 5469
 PROJECT NAME: CUMBERLAND SANITARY
 SEWER EXTENSION
 COUNTY : TIPPECANOE
 SECTION : 12
 TOWNSHIP : 23 N.
 RANGE : 5 W.

OWNER: WAL-MART REAL ESTATE BUSINESS TRUST
 INSTRUMENT NO. 00026205, DATED 11/28/2000

DRAWN BY: MAW 11/19/2014
 CHECKED BY: RAN 11/20/2014
 SCALE: 1" = 200'
 SHEET 1 OF 2

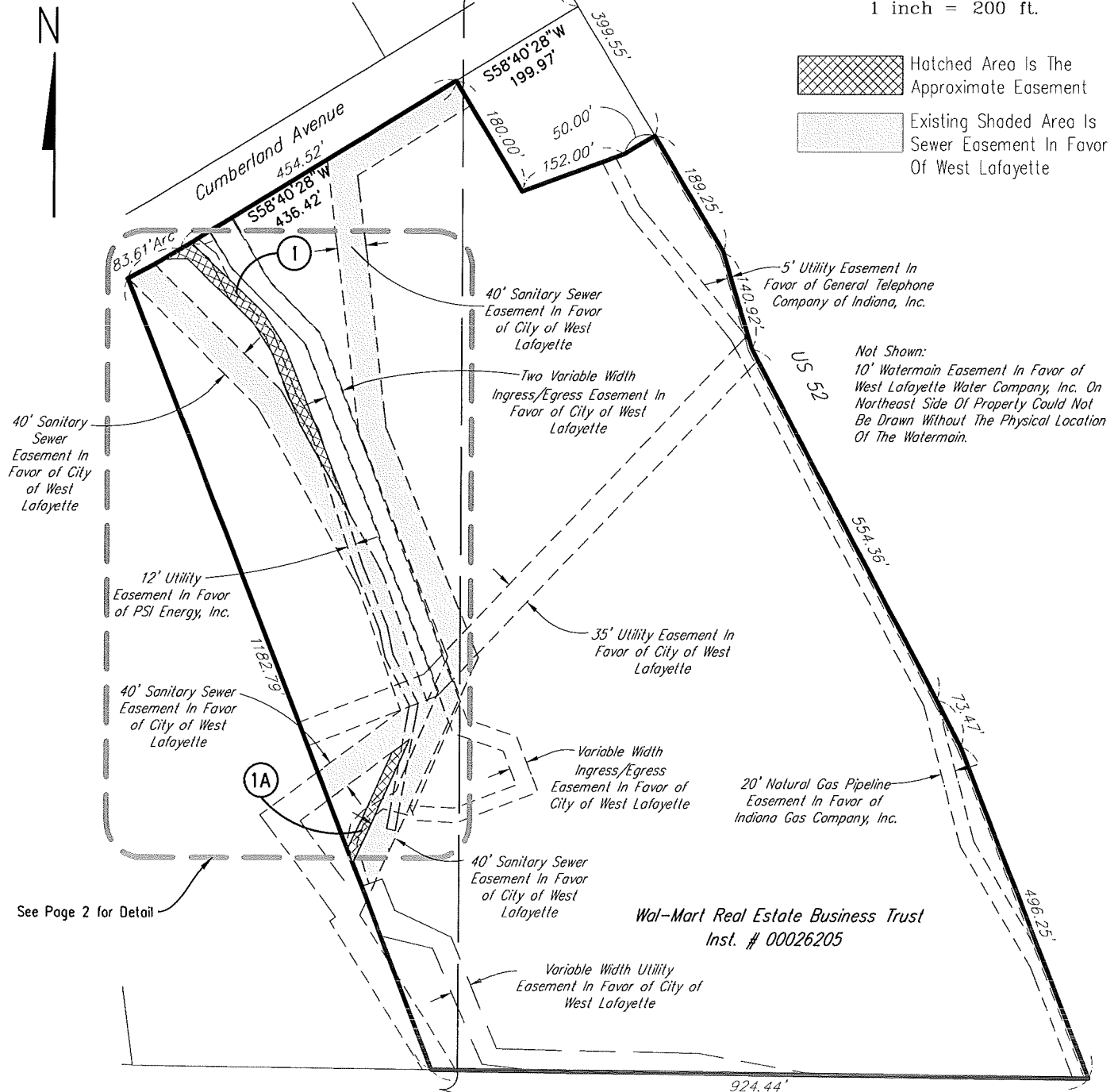
EXHIBIT "B"

GRAPHIC SCALE



(IN FEET)
 1 inch = 200 ft.

Hatched Area Is The Approximate Easement
 Existing Shaded Area Is Sewer Easement In Favor Of West Lafayette



Note:
 This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

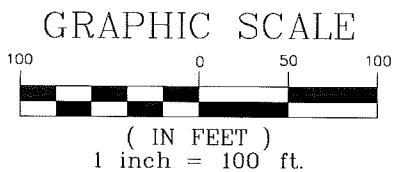
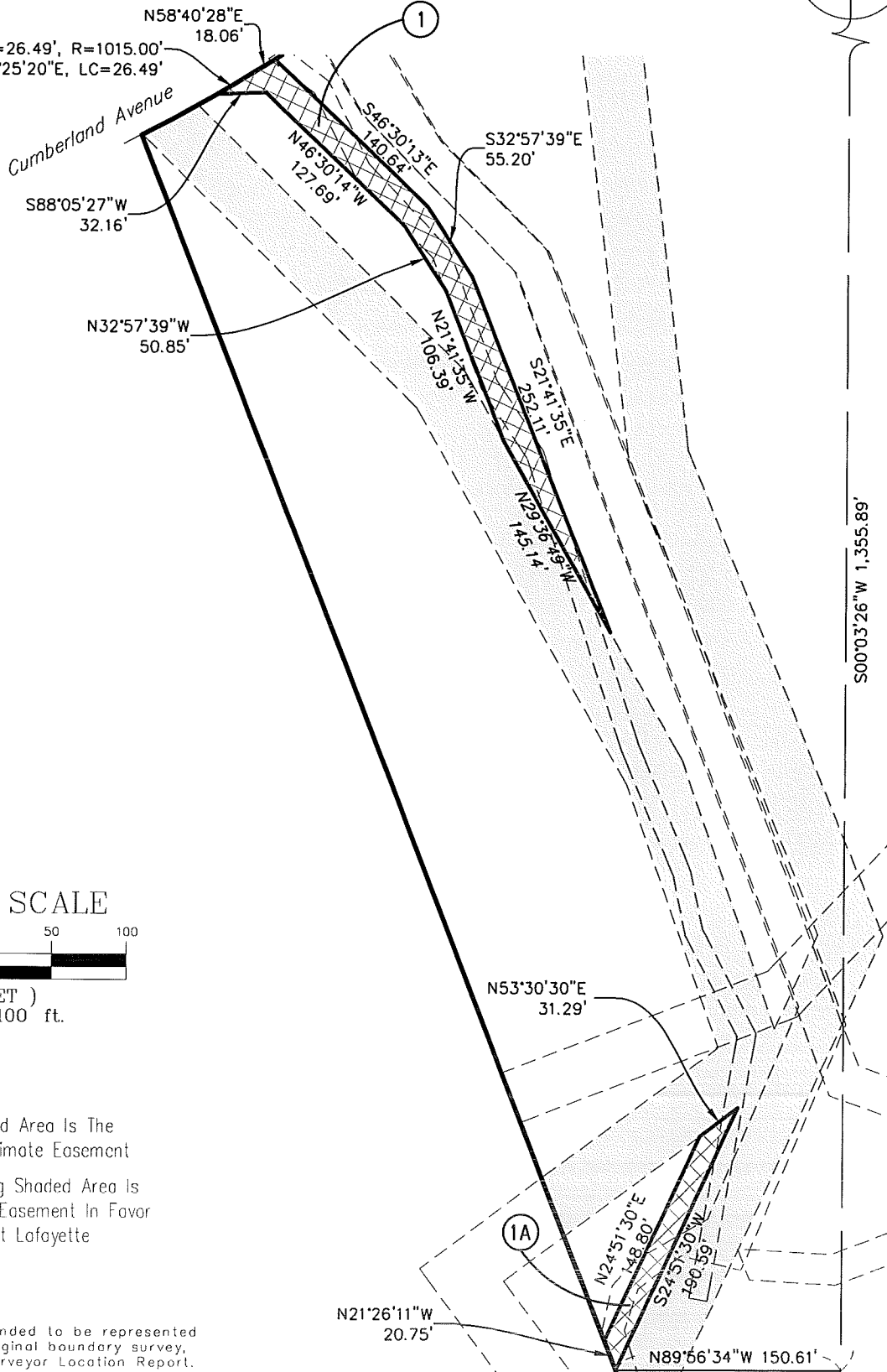
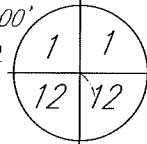
THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

PARCEL NO. : 1
 PROJECT NO. : 5469
 PROJECT NAME: CUMBERLAND SANITARY
 SEWER EXTENSION
 COUNTY : TIPPECANOE
 SECTION : 12
 TOWNSHIP : 23 N.
 RANGE : 5 W.

OWNER: WAL-MART REAL ESTATE BUSINESS TRUST
 INSTRUMENT NO. 00026205, DATED 11/28/2000

DRAWN BY: MAW 12/08/2014
 CHECKED BY: RAN 12/08/2014
 SCALE: 1" = 100'
 SHEET 2 OF 2

EXHIBIT "B"



- Hatched Area Is The Approximate Easement
- Existing Shaded Area Is Sewer Easement In Favor Of West Lofoyette

Note:
 This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

ACCOUNTS PAYABLE VOUCHER

CITY OF WEST LAFAYETTE, INDIANA

An invoice or bill to be properly itemized must show: kind of service, where performed, dates service rendered, by whom, rates per day, number of hours, rate per hour, number of units, price per unit, etc.

Payee <u>Wal-Mart Real Estate Business Trust</u> <u>Attn: Karen J. Benson</u> <u>P.O. Box 502215</u> <u>2001 S. E. 10th Street</u> <u>St. Louis, MO</u> <u>Bentonville, AR 72716-5525</u> <u>63150-2215</u>	Purchase Order No. _____ Terms _____ Date Due _____
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Invoice Date	Invoice number	Description (or note attached invoice(s) or bill(s))	Amount
		PROJECT: CUMBERLAND SANITARY SEWER EXTENSION	
		DES. NO: 5469	
		PARCEL: 1	
		COUNTY: TIPPECANOE	
		Compensation for Permanent Easements	Total: \$20,000.00

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and that the materials or services itemized thereon for which charge is made were ordered and received except _____

December 15, 2014.

By: Laura Pope, Realty Manager
 Signature: _____
 By: [Signature] Sr Manager
 Signature: _____

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

_____, 2014.

 Clerk-Treasurer

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Wal-Mart Real Estate Business Trust	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
Address (number, street, and apt. or suite no.) 2001 S.E. 10th Street City, state, and ZIP code Bentonville, AR 72716-5525	Requester's name and address (optional)
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
Employer identification number									
7	1			-	0	8	6	2	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Laura Pope, Realty Manager</i>	Date ▶ <i>12-8-14</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

If you decide to accept the offer of \$20,000.00 made by the City of West Lafayette, Indiana, sign your name below and mail this form to the address indicated above. An additional copy of this offer has been provided for your file.

ACCEPTANCE OF OFFER

I/We, Wal-Mart Real Estate Business Trust, a Delaware business trust

owner of the above described property or interest in property, hereby accept the offer of
\$ 20,000.00 made by the City of West Lafayette, Indiana, on this 15th day of
December, 2014.

Wal-Mart Real Estate Business Trust, a Delaware business trust

By: Laura Pope
Signature

Laura Pope, Realty Manager
Printed Name

By: [Signature]
Signature

Travis Rodgers SMTH
Printed Name

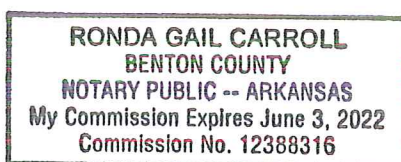
NOTARY'S CERTIFICATE

STATE OF Arkansas)
COUNTY OF Benton) SS:

Subscribed and sworn to before me this 15th day of December, 2014.

My Commission Expires: 06-03-2022

My County of Residence is: Benton



Ronda Gail Carroll
(Signature)

Ronda Gail Carroll
(Printed) NOTARY PUBLIC